

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
DOCKET NO. 3:17-cv-00594-FDW-DSC

SUNBELT RENTALS, INC.,)	
)	
Plaintiff,)	
)	
vs.)	
)	ORDER
JEREMY GHENT,)	
VORTEX COMPANIES, LLC, and)	
VORTEX TURNKEY, LLC,)	
)	
Defendants.)	
_____)	

Presently before the Court is a Joint Motion for Entry of Consent Injunction Order submitted by Plaintiff Sunbelt Rentals, Inc (“Sunbelt” or “Plaintiff”) and Defendants Jeremy Ghent, Vortex Companies, LLC, and Vortex Turnkey Solutions, LLC (“Defendants”).

NOW, THEREFORE, upon the consent of the parties hereto,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. Defendant Jeremy Ghent is enjoined from, during the Restrictive Period, beginning September 18, 2017 ending December 31, 2018, from:

a. soliciting or providing services for any future jobs competitive to the current business performed at Sunbelt’s PC 022, located at 7205 Statesville Road, Charlotte, North Carolina 28269 (“PC 022”), where the job to be performed is physically located within a fifty (50) mile radius of PC 022; provided, Ghent is not prohibited from working from his home;

b. soliciting work competitive to the current business performed at Sunbelt’s PC 022 from any offices, locations, or facilities of the twenty-five (25) companies

listed in the attached Exhibit “A” (*filed under seal*), or agents thereof, located within a fifty (50) mile radius of Sunbelt’s PC 022, that purchased or leased products or services from Sunbelt, through Ghent, at any time during the twelve (12) calendar months immediately preceding Ghent’s resignation of employment with Sunbelt on September 18, 2017;

c. soliciting the employment of any person who at any time during the twelve (12) calendar months immediately preceding Ghent’s resignation of employment with Sunbelt on September 18, 2017, was employed by Sunbelt;

d. interfering or attempting to interfere with the terms or other aspects of the relationship between Sunbelt and any person or entity from whom Sunbelt has purchased equipment, supplies or inventory at any time during the twelve (12) calendar months immediately preceding Ghent’s resignation of employment with Sunbelt on September 18, 2017; and

e. using, divulging, disclosing, furnishing, or making accessible to any third person, company or other entity any confidential Sunbelt information, which Sunbelt considers to include, without limitation, existing and future equipment information, customer lists, sales and management methods and techniques, costs and costing methods, pricing techniques and strategies, sales agreements with customers, profits and product line profitability information, and unpublished present and future marketing strategies and promotional programs, to the extent said information exists within Mr. Ghent’s personal knowledge.


Ghent shall also be enjoined, during the Restrictive Period, beginning September 18, 2017, ending December 31, 2018, from doing any prohibited activity, listed in sub-sections 1.a. through 1.e., indirectly, such as through the use of an intermediary.

2. Nothing in this Consent Injunction Order shall be construed to prohibit Ghent from soliciting work – of any kind – from any offices, locations, facilities, or agents thereof located outside a fifty (50) mile radius of Sunbelt’s PC 022, or who did not purchase or lease products or services from Sunbelt, through Ghent, during the twelve (12) calendar months immediately preceding Ghent’s resignation of employment with Sunbelt on September 18, 2017. In addition, Ghent shall not be prohibited from soliciting work other than bypass pumping and/or turnkey bypass pumping services from any person or entity, regardless of their location.

3. Sunbelt’s surety bond in the amount of Twenty Thousand Dollars (\$20,000.00), posted with the Clerk of the Court on October 23, 2017, is hereby dissolved and returned to Sunbelt.

IT IS SO ORDERED.

Signed: April 23, 2018



Frank D. Whitney
Chief United States District Judge

